

**COLLECTIVE BARGAINING
AGREEMENT**

Between

DOZIER TECHNOLOGIES, INC.



Dozier Technologies, Inc.
Delivering Tailored Innovative Solutions

And

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS**



WALLOPS ISLAND, VA

July 1, 2008-----June 30, 2011

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PREAMBLE

This Agreement is made and entered into on this 1st day of July 2008, by and between Dozier Technologies, Inc., its successors and assigns, hereinafter referred to as the "Company" or "Employer," and Local Lodge 2552 and District 74 of the International Association of Machinists and Aerospace Workers, AFL-CIO, its successors and assigns, hereinafter referred to as the "Union."

WITNESSETH

It is the intent and purpose of the parties to this Agreement to promote and improve all industrial and economic relations between the Company and the employees covered by this Agreement, as set forth in this Agreement covering rates of pay, hours of work and condition of employment to be observed.

ARTICLE I

RECOGNITION

Section 1. The Company recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter collectively referred to as the “Union”, its successors and assigns, as the sole and exclusive collective bargaining representative for all employees covered by this Agreement as certified by the National Labor Relations Board in Case No. 5-RC 8846.

Section 2. This Agreement shall cover all future shops and/or plants at the immediate Wallops Island, Virginia Facility, which the company may operate during the term of this Agreement, or any existing and/or future operation transferred from the existing plant, provided the work involved is work previously performed by employees in the bargaining unit.

Section 3. Successor Clause. The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment by the Company of any or

all its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Company. It being the intent of this Article to promote industrial peace and harmony, to insure continuity of employment and representation, to maintain the current and prospective level of wages, benefits, and working conditions contained herein and further to protect the gains made in said wages, benefits, and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this bargaining unit.

ARTICLE II

GOVERNMENT RESPONSIBILITY

The Union recognizes that the Company is a Contractor to the Federal Government at the NASA-Wallops Flight Center, Wallops Island, Virginia, and that the Company is required at all times to fully meet its obligations as a contractor. Nothing in this Agreement is intended nor will any provision of this Agreement inure to prevent the Company from fully meeting its obligations and responsibility as a Contractor. The Union fully recognizes that from time to time

the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or comply with such rules or regulations, including those covering security, health and safety, passports, etc., as may be promulgated or imposed by the Government, statements to the contrary in this Agreement notwithstanding.

ARTICLE III **DISCIPLINE**

Section 1. Disciplinary action shall only be initiated by the Company for just and sufficient cause, and any penalty imposed will be consistent with the severity of the offense, and the principle of progressive discipline shall be adhered to.

Section 2. There shall be a one (1) year reckoning period for any disciplinary action taken, after which all reference to the matter shall be removed from the employee's record, provided the employee has not committed any infraction of the same rule for which he was disciplined during the reckoning period.

Section 3. Each infraction of the rules of the Company shall be treated as separate and distinct offenses when imposing progressive discipline, i.e.: a letter of warning issued for excessive tardiness shall not be considered the first offense for the purpose of suspending an employee for a separate and different infraction. However, commitment of more than one offense within a twelve (12) month period may subject the employee to additional disciplinary action, including discharge.

Section 4. Any disciplinary action taken by the Company more than one (1) year prior to the execution of the Agreement, shall not be considered by the Company in any manner adverse to employees in the unit, and should any record of such an action taken by the Company prior to this time be contained in an employee's or the Company's files, such records shall be removed and destroyed.

ARTICLE IV

NON-DISCRIMINATION

The Company and the Union both mutually agree that there shall be no discrimination for or against any employee based upon his membership or non-membership in the Union. It is further mutually agreed and understood that there shall be no discrimination against any employee because of age, race, creed, color, sex, handicap or national origin in violation of the provisions of the Civil Rights Act of 1964, as amended, or the Age Discrimination Act of 1967.

ARTICLE V

MANAGEMENT CLAUSE

Section 1. Management of the Company is vested solely and exclusively in the Company, except to the extent expressly provided by a specific provision of this Agreement.

Section 2. The execution of this Agreement shall not create any vested rights in the employees of the Company and all rights not specifically relinquished by the Company in this Agreement shall remain in the Company.

Section 3. The Company agrees not to subcontract bargaining unit work that will directly cause the reduction of hours, layoffs, or termination of bargaining unit employees.

ARTICLE VI **DUES CHECK-OFF**

Section 1. The Company agrees, subject to the provisions hereof, to deduct Union dues and initiation fees from the wages of the employees so authorizing the same in the manner and at such times as hereinafter provided.

Section 2. The Union agrees to furnish the Company an authorization duly signed by the employees so authorizing the deduction. The check-off authorization shall read as follows:

DUES CHECK-OFF

I hereby voluntarily assign the International Association of Machinists and Aerospace Workers, or in lieu thereof, a subordinate Local Lodge designated by the International Association of Machinists and Aerospace Workers from any wages earned, or to be earned by me, initiation fees and the amount of my regular monthly membership dues in said Union.

I authorize and direct my Employer to deduct said monthly membership dues from my pay each month, and to remit the same to the order of the officer or official designated by the Union, said authorization and direction to be subject to all the terms and conditions contained in the Collective Bargaining Agreement in existence between my Employer and the Union.

This check-off authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one (1) year from the date of execution of such authorization or until the termination of this Agreement between my Employer and the Union; and I further agree and direct that this assignment shall be irrevocable for the period of each

succeeding applicable Collective Bargaining Agreement between my Employer and the Union.

This authorization shall be automatically renewed and irrevocable for successive periods of one (1) year, unless written notice of cancellation is given by me to the Company and the Union, said notice to be forwarded by registered or certified U.S. Mail, not more than seventy-five (75) days and not less than sixty (60) days prior to the expiration of each term of one (1) year, or prior to the termination of the Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner.

Print Name

Sign Name

Date

Section 3. The Union shall certify to the Company in writing a list of its members who have made such assignments, together with a statement of the initiation fees and dues to be deducted from the pay of such member and the Company agrees to deduct the amount so certified with respect to each such member weekly of such member following receipt by the Company of such certification or statement monthly and shall make such remittance to the Union in one (1) lump sum by the fifteenth (15th) day of every month.

Section 4. If the State Supreme Court rules favorably for labor then the Dues Check-off Article VI, Section 4 will be reinstated in full.

Section 5. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs, and/or other forms of liability and expenses that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any provisions of this Article or in reliance upon any list, notice or assignment furnished by the Union under any such provision.

ARTICLE VII

HOURS OF WORK

Section 1. Eight (8) consecutive hours, exclusive of a lunch period of no less than thirty (30) minutes nor more than one (1) hour shall constitute a standard work shift. The standard work shift shall begin at 0800 and end at 1630; the standard lunch period shall begin at 1200 and end at 1230.

Section 2. It is recognized and agreed that the standard workweek shall be from 0001 to 2400 the following Tuesday. It is further agreed and understood that the normal workday shall consist of eight (8) hours per day and the normal workweek shall consist of forty (40) hours of work per week, Wednesday through Tuesday, inclusive. No provision of this Agreement shall be construed as a guarantee of any specified number of hours of work either per day or per week.

Section 3. The Company may for good and sufficient cause (to include NASA requirements) change the starting time of the work shift and/or the scheduled thirty (30) minutes lunch period, when circumstances permit, the Company will provide reasonable advance notice to the Union or appropriate Union Steward. In any event, the Union will be

notified as soon as possible. Employees who, because of the requirements of the work, are not afforded the time for lunch within one hour before or after their regularly scheduled lunch period, he or she will leave after eight (8) hours worked.

Section 4. When there is a requirement to staff a shift other than the “Standard Work Shift” as defined in Section 1 of this Article, the following procedure shall be utilized: Qualified employees will first be canvassed to determine if sufficient volunteers exist. Such volunteers will be taken by seniority. If the number of volunteers does not meet the requirement, the least senior qualified employee will be assigned to the shift. Such assignment will be for thirty (30) days and the employee’s new shift will not be disturbed during that period unless the Employer requests their services are no longer required on the new shift. Employees assigned to such shift shall receive forty cents (\$.40) for all hours worked before or after the Standard Work Hours in addition to their base hourly rate while assigned to such shift.

Section 5. Any employee, in the absence of notice not to report for work, who reports for work on his regular shift or at other scheduled time and for who there is not work available shall, except when such lack of work is due to an Act

of God, sabotage, national emergency, strike or picketing of Company premises or other circumstances beyond the control of the Company, receive a minimum of four (4) hours pay at his straight time base rate. Such paid hours not worked shall not be considered as time worked for purposes of computing overtime. Any employee required to remain, or required to report back to work after conditions cause a base closure, such as adverse weather, shall receive time and one half (1 ½) their applicable rate of pay for all hours in pay status.

Section 6. When an employee covered by this Agreement has completed an eight (8) hour work shift and has been relieved for the day, or when an employee is on one of his regularly scheduled days off, and is recalled to work, he/she shall be guaranteed a minimum of four (4) hours work or four (4) hours of pay in lieu thereof, at his or her applicable rate of pay. If an employee is compelled to work, without the opportunity to decline, with the exception of the least senior man, he/she shall be paid the full time and one-half premium for the minimum call back period of four (4) hours. Recall work shall be offered to employees based upon seniority and equitable distribution eligibility. Hours not worked but paid in lieu thereof shall not be considered as time worked for

purposes of computing overtime. Nothing in this Agreement, however, shall be construed to guarantee any specific number of hours of work, or pay in lieu thereof, to any employee who is required to perform overtime work connected to his regularly scheduled shift hours.

Section 7. Employees shall be granted a grace period of six (6) minutes in which to clock in, at the beginning of the shift, during which no employee shall be denied pay. In this connection, it is agreed and understood that abuse of this privilege shall be a valid basis for appropriate disciplinary action, including denial of rights to the grace period.

Section 8. It is recognized and agreed from time to time overtime work may be necessary and provided reasonable advance notice is given (not later than noon Friday when the overtime involves Saturday or Sunday work, not later than the end of the regular shift on the day preceding the day on which the overtime is to be worked when the overtime involves the extension of a shift) the Employer may assign employees to work overtime. Such assignments are to be made in a fair and equitable manner, based on the employee's classification. Nothing contained herein shall preclude the right of the Company to require a shift worker to work

overtime when his relief does not show up. The Company agrees to keep records of all overtime and assignments and to make such records available to the Union upon request.

Section 9. Overtime paid at one and one-half (1 1/2) times the regular straight time hourly rate shall be paid for all hours paid to an employee in excess of eight (8) hours per day or forty (40) hours per week. Overtime work performed on Sunday shall be paid for at the rate of double time (2x).

Section 10. There shall be no duplication or pyramiding of overtime or premium pay under the provisions of this Agreement; any such hours compensable under two or more provisions of this Agreement shall be paid at the higher premium rate of the two.

Section 11. Employees shall have the responsibility to notify the Program Manager or the appropriate group Leader, during the first hour of the shift when unable to report for work, or in those cases where the employee intends to report for work later than one (1) hour after the beginning of his respective shift. It is agreed and understood that circumstances beyond the immediate control of the employee may occur where such notification cannot reasonably be made during the first hour. In such cases, the employee will notify

the Employer of such absence as soon as reasonably possible. In those cases where the employee fails to notify the Employer during the first hour of the shift that he will not report for work, or that he will report later than one (1) hour after the beginning of the shift, the Employer reserves the right to arrange a replacement and the employee failing to make such notification may be denied work for the remainder of the day. The approval or disapproval of absences claimed as sick leave or annual vacation shall be based on the individual circumstances of each case; however, the Company will not unreasonably withhold approval, and will administer the provisions of the Section in a fair and impartial manner. Failure to call in (in the absence of mitigating circumstances) may constitute a basis for discipline for not calling in, but in no instance shall failure to call in constitute a basis for denying pay to which the employee would otherwise be entitled.

Section 12. Employees assigned to “stand-by” time will be paid at their applicable rate of pay for all hours on stand-by. Employees on stand-by who are called to work will be paid the actual hours of stand-by plus recall pay as set forth in Section 6 of this Article. If employee is not called in to

work, he or she will receive a minimum of four (4) hours stand-by pay.

ARTICLE VIII

SENIORITY

Section 1. Seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employee's latest date of hire, and shall be recognized on a bargaining unit wide basis.

Section 2. The Company shall furnish the Union each six (6) months with an accurate seniority list of all employees in the bargaining unit. Such list is to include the name, classification, latest date of hire, wage rate, and home address of record of each employee.

Section 3. All employees shall be considered probationary employees for the first sixty (60) calendar days of employment and shall not, during such period, be entitled to any benefits of this Agreement. Any decision of the Company to terminate or otherwise discipline a probationary employee shall be final and not subject to the Grievance and Arbitration

provisions of this Agreement. Upon satisfactory completion of the probation period, the employee shall become a regular employee with seniority dating from the date of hire.

Section 4. In administering this Agreement, the principle of seniority, shall be the determining factor in effecting layoffs, recalls, demotions, and in respect to other working conditions where specifically stated in this Agreement.

Section 5. Seniority shall be canceled and terminated upon the happening of any of the following events:

- (a) An employee quits;
- (b) An employee is discharged;
- (c) An employee fails to return to work within five (5) days of notice of recall given by the Company by registered or certified mail;
- (d) An employee is absent for three (3) days without previously notifying the Company except in cases of extenuating circumstances;
- (e) An employee overstays a leave of absence without notifying the Company except in cases of extenuating circumstances;

(f) An employee engages in other employment during a leave of absence without obtaining prior permission of the Company;

(g) An employee gives false reasons for obtaining a leave of absence;

(h) Settlement has been made for total disability;

(i) An employee has retired;

(j) An employee has been in layoff status for twenty-four (24) months or is absent because of sickness or injury or similar cause for more than twenty-four (24) months.

Section 6. The seniority of employees promoted or assigned to jobs outside of the bargaining unit shall be frozen at the level obtained at the time of such transfer or promotion. In the event such employee returns to the bargaining unit within one (1) year, he shall be entitled to whatever rights and privileges his accumulated seniority as of the time of promotion or transfer out of the bargaining unit would entitle him without prejudice.

Section 7. The Union expressly recognizes the need for flexibility in the work force and agrees that an employee in one classification shall not be restricted from doing temporarily the work normally done by an employee in

another classification. In the event an employee temporarily works in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he shall receive the higher rate of pay. In the event an employee is assigned work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. The provisions of this Section shall be applied in a fair and impartial manner.

Section 8. All permanent job vacancies or new positions will be posted on Company/Union Bulletin Boards for three (3) days. The Company, at the end of such time period, shall consider those employees who have submitted a bid notice (the form and content of which the parties have mutually agreed upon). Assignments to positions will be awarded based on seniority who meets the minimum qualifications, and will be provided fifteen (15) working days to demonstrate proficiency to the new position.

Section 9. In the event no employee signs such a bid notice for a job opening, it is agreed and understood that the Company may hire a new employee for such job. Any employee who is awarded a job opening is expected to be

qualified to perform the tasks of such job following initial break-in instructions and guidance from supervision.

Section 10. Employees assigned or transferred pursuant to this Article shall be given fifteen (15) days in which to prove they are capable of performing the duties of the new job in a satisfactory manner. In the event such employees do not satisfactorily meet the requirements of the new job, they shall be returned to their former position; also, any employees affected as a result of the employee's returning to the former position will be returned to their former positions. Any employee, upon request, shall be advised in the presence of his Union representative of the specific reasons for not meeting the requirements of the job and any dispute arising there from shall be subject to the grievance procedure.

Section 11. When a reduction of working forces becomes necessary in the Company's judgment, employees shall be retained by the Company in accordance with the principles of Section 5, according to the number of employees the Company determines is necessary within each classification for the reduced operations contemplated by the

Company. Recall of employees shall be accomplished by the same procedure in reverse.

Section 12. If a reduction in force is required, it shall be by classification affected in inverse order of unit seniority. The employee(s) designated for lay-off will be allowed to displace another employee in an equal or lower classification as long as they have the higher unit seniority and meets the minimum skills required. The employee will have fifteen (15) working days to demonstrate proficiency within such classification.

ARTICLE IX

GRIEVANCES AND ARBITRATION

Section 1. It is the intent of this Article to establish means for prompt adjustment of working problems and personal grievances at the job level by a conference between the immediate supervisor and the employee involved. A Union representative may be present if the employee and/or management so desire. If not resolved in this informal level, a formal grievance shall be filed and processed in accordance with the steps and time limits, and mutually agreed upon extensions, specified below. For the purpose of this Article, a

formal grievance under this Agreement is defined as a written statement by the Union, Company, and individual employee or group of employees (hereinafter called “Grievant”) claiming a violation of the terms of this written Agreement.

Section 2. Except for payroll adjustments, no grievance shall be filed or processed based on facts or events or omissions within the employee’s knowledge, which have occurred more than fifteen (15) working days before such grievance is filed. Both parties agree to exert an earnest effort to settle such grievances promptly through the following steps:

Step 1. The employee involved shall first confer with his immediate supervisor in an attempt to amicably settle the matter. A local Union representative may be present if the employee and/or management so desire. The supervisor must render his decision within two (2) working days.

Step 2. Should the grievance not be satisfactorily settled by the discussion outlined in Step 1 above, the Union shall within five (5) working days submit the grievance in writing to the Program Manager or his designee. After the written grievance has been filed, the employee and management shall not further discuss the matter without giving the Union representative an opportunity to be present. Within ten (10) working days after receipt of the written grievance, the Program Manager or his designee shall either fully satisfy the grievance or meet with the Shop Steward, Business or International Representative

of the Union and employee, if applicable, at the Company's NASA office. The Program Manager or his designee will render a written decision within five (5) working days after such meeting.

Step 3. If the parties are still unable to settle the grievance, then either party may, within thirty (30) calendar days after a written decision has been given, request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) impartial arbitrators from which the Company and Union shall choose one to decide the controversy by the Company first striking three (3) names and then the Union striking three (3) names, and the remaining name shall be chosen arbitrator. The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The arbitrator's decision shall be final and binding on the parties.

It is further understood and agreed by the parties that prior to the Union submitting the grievance for arbitration, written notification will be provided to the Company indicating the Union's intent to arbitrate.

Section 3. The Union and the Company shall equally share the fee of the impartial arbitrator, including any mutually agreed upon services relating to the arbitration proceedings. Either party shall be permitted to call employee witnesses at each and every step of the grievance procedure and no employee whose participation is reasonably necessary

as a Union Representative, or witness, shall suffer any loss of earnings as a result of so serving. The Company, on request, will produce production, payroll, or other records for the purpose of substantiating the contentions of claims of the parties well in advance of the formal proceeding of the grievance procedure. Each party shall make all arrangements, including pay and/or expenses of any witnesses called or other representatives or persons requested to attend any arbitration case. The number of employee witnesses summoned at any one time shall not be greater than the number which can be spared without unreasonable interference with the operation of the Company's work.

Section 4. All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Company to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Company denying the grievance.

Section 5. In any case involving discharge or discipline imposed by the Company, back wages, if any are awarded, shall be limited to the amount of wages that the

employee would otherwise have earned less any unemployment compensation or substitute earnings during the period of discharge or suspension.

Section 6. Failure of the Company or the Union to implement the award of the arbitrator within a reasonable period of time after receipt, shall be subject to litigation for which the party found guilty of failure to implement or accept the arbitrator's award, shall be liable for any cost of litigation or other damages suffered by the other party due to the failure of implementation of the award.

ARTICLE X

LEAVES OF ABSENCE

Section 1. When it is necessary for employees to leave their duty for the purpose of attending their personal business, and provided reasonable notice has been given the Company, employees will be granted leaves of absence without pay, provided the absences do not unreasonably interfere with efficient operation of the Company. Such leaves shall not exceed six (6) months, but upon written request with Company approval, may be

extended for additional time. The Company shall be under no obligation to an employee on leave of absence, except to permit his return to work in accordance with the employee's seniority. It is mutually agreed and understood that leaves will not be granted for the purpose of seeking different employment. The cost of fringe benefits will not be paid by the Company during leaves of absence.

It is understood that employees are covered by the "Family Medical Leave Act" and, in addition to the above, shall be entitled to all benefits under the Act.

Section 2. Any employee summoned for jury duty shall notify the Company promptly upon his receiving such summons. The Company may request the Court to grant waiver for jury duty when determined by the Company to be necessary. An employee who is summoned for jury, and who actually responds to said summons, will be paid the difference between his jury pay and the amount of money he actually would have earned had he worked for the Company during the time he was absent due to jury duty, computed at the employee's regular straight-time rate for either an eight (8) hour day or five (5) days per week. It is understood and agreed that the Company has the right to require satisfactory

proof that an employee actually served on the jury panel and the number of hours and days served. An employee released from jury service before the completion of a scheduled workday shall report to the Company by telephone or in person promptly upon release and, if so directed, shall report for duty.

Section 3. The Company agrees that it will grant unpaid leaves of absence as maternity leave. The length of such maternity leave of absence shall start no sooner than the sixth (6th) month of pregnancy (unless mutually agreed) and shall extend to no more than sixty (60) and no less than thirty (30) days after the birth of child. Anyone returning from such maternity leave of absence shall notify the Company one (1) week in advance of intended return and shall present a doctor's certificate authorizing such return to duty. The time limits for maternity leave of absence specified herein may be shortened or lengthened upon request of the employee with written authorization from her doctor conditioned upon the execution of a full release of the Company of any liability or responsibility except that arising under the State's Workmen's Compensation Act.

Section 4. Funeral Leave. In case of the death of a family member the following will be provided:

Four (4) consecutive workdays off with pay, at employee's straight time rate, to attend the funeral and to tend to administrative details of the following family members: spouse, children, stepchildren, and parents.

Three (3) consecutive workdays off with pay to attend the funeral and to tend to administrative details of the following members: stepparents, brother, sister, grandparents, grandchildren, spouse's parents, half brother, half sister, brother-in-law, sisters-in-law, sons-in-law, daughters-in-law, spouse's grandparents, aunts and uncles.

The company may require reasonable proof of death under this Article.

Section 5. Any employee in military service under the provisions of Federal and/or State law shall be returned to his job in accordance with those laws and shall retain his seniority in accordance with those laws. Annual military leave shall be granted employees not to exceed fifteen (15) calendar days and the Company agrees to pay the difference between military reserve basic pay, excluding B.A.Q. and any travel pay and other allowances received, and

the employee's regular base pay provided the employee has completed twelve (12) months of employment, and the purpose of such leave is to satisfy a currently existing military obligation. Employee must present to his immediate supervisor a copy of military orders or other certification stipulating the period of service and submit suitable certification as to military pay received. There will be no delay in pay as a result of military reserve duty provided the employee provides the required documentation upon return.

Section 6. When it is necessary for employees to leave their duty for the purpose of attending to Union business other than organizational activities, and provided that reasonable notice has been given to the Company, employees will be granted leaves of absence without pay. Such leaves shall not exceed thirty (30) days but may be extended for additional time upon written request to the Company, if such further leave is feasible. In no event will Union business leaves be granted to more than two (2) employees during any one (1) month and no more than two (2) employees may be on Union business leaves at any one time. The Company shall be under no obligation to an employee on Union business leave except to return him to work in

accordance with the employee's seniority. The cost of fringe benefits will not be paid by the Company during leaves of absence.

Section 7. An employee granted leave of absence shall accrue seniority while absent on such leave.

ARTICLE XI

BULLETIN BOARD

The Company agrees to furnish a bulletin board located in the work area where employees normally check in and out for the use of the Union for posting of matters relating to Union meetings and other Union matters of non-controversial, non-political nature only. All such notices as posted by the Union shall be signed by an authorized Union representative. The Company will post all job openings on the bulletin board for a period of three (3) workdays.

ARTICLE XII

SAFETY AND HEALTH

Section 1. Any protective devices or other safety equipment necessary to protect employees from injury will be provided by the Company without cost and shall be worn

and/or utilized by the employees in performance of their job tasks. Protective clothing and safety equipment furnished by the Company remain the property of the Company and each employee shall be responsible for proper use and care thereof. The Company agrees to provide rain gear to any employee that is required to work outside during rainy weather. Employees are required to keep all rain gear in their work areas. Rain gear will be stenciled with Government/Company markings.

Section 2. Employees who are required to wear protective shoes will be issued a seventy-five dollar (\$75) shoe allowance annually each 1 August. Employees are requested to submit a receipt of purchase for steel-toed safety shoes to their supervisor within the following twelve (12) months. Failure to do so will result in the loss of allowance the following contract (Union) year.

Section 3. In the event an employee suffers an injury on the job in the course of his employment and is required to leave work to go to the doctor, he shall be paid for the balance of his shift on the day such injury occurs. If the employee is able to return to work after visiting the

doctor, he shall do so and shall be compensated for the time spent at the doctor.

Section 4. The Company and the Union agree and recognize that employees may from time to time have meritorious suggestions for improvement of safety conditions in the Company's operations. Therefore, the Company and the Union encourage employees to reduce any such safety suggestion to writing and submit it to the Company for consideration. It is further recognized and agreed that the Company may from time to time schedule safety meetings and require attendance by employees. Attendance of employees at any such safety meeting which is scheduled with required attendance shall be compensated for the time actually spent incidental to such safety meeting at the employee's applicable rate of pay.

Section 5. At least once a year the Company shall conduct a safety walk-around inspection of the premises. A Union representative shall have the right to accompany the inspection team, in their respective work areas, during regular duty hours without loss of pay.

ARTICLE XIII

HOLIDAYS

Section 1. The following days plus any other declared legal National Holidays by law or Executive Order during the life of this Agreement shall be observed as holidays under this Agreement:

New Year's Day
M. L. King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

In addition, any other day set by Presidential Proclamation, but where the government because of Executive Order closes Federal Government Executive Departments and Agencies, employees shall charge their time according to this Article. This provision does not apply to base closure due to inclement weather.

Section 2. A regular employee who is on the active payroll of the Company on a holiday recognized herein and who works his assigned schedule during that workweek, except for being absent with legitimate reason, shall receive

holiday pay at his straight time pay rate. If an employee is scheduled or required to work on a holiday, but fails to do so, he will receive no holiday pay unless he has legitimate reason for not working.

Section 3. Any employee required to work on any holiday will receive double time (2x) for all hours worked, in addition to holiday pay.

Section 4. Holiday pay shall not be included on computation of weekly overtime.

Section 5. Should any of the above holidays fall on Saturday or Sunday, the Company will observe as the holiday the preceding Friday or following Monday per NASA Wallops base policy.

Section 6. Sufficient time will be allowed on days of National and State elections for individuals to vote, if work reschedule prevents employee from voting.

ARTICLE XIV

VACATIONS

Section 1. Each full-time employee shall accrue vacation pay on the following basis:

(a) During the first (1st) year of employment and during each subsequent year thereafter, through and including the fifth (5th) year, an employee shall accrue one and fifty-four hundredths (1.54) hours of vacation credit per week for each eligible workweek.

(b) Starting the sixth (6th) year and during each subsequent year thereafter through and including the eleventh (11th) year, an employee shall accrue two and thirty-one hundredths (2.31) hours of vacation credits per week for each eligible workweek.

(c) Starting the twelfth (12th) year and subsequent years thereafter, an employee shall accrue three and eight hundredths (3.08) hours of vacation credits per week for each eligible workweek.

Section 2. Every reasonable effort will be made to accommodate the employees' preference. Vacation approval will be based on a first submitted basis. If more than one employee submits vacation requests within a twenty-four (24) hour period of time of each other for the same period of time, seniority will prevail. Once the vacations have been scheduled, changes should only be made subject to the mutual agreement between the supervisor and requesting employee.

However, no changes will be made which affect the choice of previously scheduled employees.

Section 3. Employees having completed their probation, who otherwise are eligible for vacation and who terminate employment, shall be paid on a pro rata basis for all accumulated vacation hours, regardless of the nature of the termination.

Section 4. Vacation pay shall be computed at the employee's straight time base rate at the time of vacation, and shall be limited to those credits the employee has accrued on the date vacation time is being used. Vacation shall be taken in not less than one (1) hour in duration, with Supervisor discretion. Employees have the option of being paid for all earned vacation at the end of each contract year. The maximum amount of vacation accrual shall be eighty (80) hours over the maximum yearly accrual rate for any category as according to the following schedule:

<u>Vacation Accrual</u>	<u>Vacation Pay</u>	<u>Ceiling</u>
2 weeks	80 hours	160 hours
3 weeks	120 hours	200 hours
4 weeks	160 hours	240 hours

Section 5. In the event there is a change in contractors at the end of the contract term, the incumbent contractor shall be liable for cash payment in lieu of vacation only to a maximum of two (2) vacation weeks. In this regard, the incumbent contractor will notify employees having in excess of two (2) vacation weeks as soon as possible of a change in contractors, and make every reasonable effort to schedule excess vacations to avoid the loss of an employee's vacation credit.

ARTICLE XV

NO STRIKE - NO LOCKOUT

Section 1. Interruption of Operations.

The procedures provided herein are adequate to provide a fair and final determination of all grievances arising under the terms of this Contract, and to avoid any interruption of operations. The term "interruption of operations" shall mean any work stoppage, lockout, strike or any slowdown of operations.

Section 2. Responsibility.

a) The Company on its part, agrees to adhere to the provisions contained herein for the settlement of grievances and will not engage in any lockout of employees as the result of a labor dispute.

b) Neither the Union nor the employees will authorize, assist, support, permit or cause, or take part in any picketing of or interruption of the Company's operation for any reason. Any employee taking part in, or assisting or supporting such picketing or interruption of such operations shall be subject to discipline including discharge. In the event that any such unauthorized strike or work stoppage enumerated above shall occur during the term of this Contract, the Union or its officers will not be liable to the Company for damages resulting therefrom if it takes reasonable steps to terminate the interruption.

c) The Union shall not question the unqualified right of the Company to discipline or discharge employees engaging in, participating in or encouraging such action. It is understood that such action on the part of the Company shall be final upon the Union and its members, and shall in no case be construed as a violation by the Company of any provision of this Contract. Only the issue of fact as to whether or not

any particular employee has engaged in, participated in or encouraged any such violation, is subject to the grievance procedure and arbitration.

Section 3. Picketing. The Company will not be required to deal with representatives of the Union during any period of picketing or interruption of operations by the Union or employees.

ARTICLE XVI **UNION REPRESENTATION**

Section 1. The Company will recognize one (1) Shop Steward and one (1) Alternate designated by the Union to the Company in writing. The Shop Steward shall be allowed reasonable time during working hours to investigate complaints, process grievances and meetings with the Company in connection with his/her collective bargaining responsibility. The Alternate Shop Steward shall assume such duties when the regular Shop Steward is absent.

Section 2. The Company agrees that unit employees who file a formal complaint or grievance with the Company will not be questioned, in respect thereto, without

advising the employee in the presence of a recognized Steward of his right to Union Representation.

Section 3. In exercising their responsibilities to bargaining unit employees, the Shop Steward shall guard against the use of excessive or unnecessary work time and will not unduly interfere with the operations of the Company.

Section 4. The Shop Steward shall be granted preferential seniority and will be retained without regard to seniority, as long as the Company has work for which they are qualified to perform. In the event a recognized Union representative is laid off or terminated (for lack of work he is qualified to perform), he shall be the first recalled when work he is qualified to perform becomes available.

Section 5. Nothing in this Article shall be construed as the right to deny the International Representative or Business Agent the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the Grievance Procedure.

Section 6. The Union and Company shall be free to withdraw a grievance at any step of the Grievance Procedure without prejudice.

Section 7. Employees in the unit will not be suspended or discharged without first being given the opportunity for a hearing with the Program Manager or his designated representative. Such employee shall be afforded the right to be accompanied and represented by the Union during said hearing if he desires.

Section 8. Upon prior notice to the Program Manager or his designated representative, authorized agents of the Union shall be granted access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent occurring while he is on the premises of the Employer.

ARTICLE XVII

UNIT WORK PROTECTION

Work normally and historically performed by bargaining unit employees will not be contracted out, or assigned to exclude employees, where such action would

adversely affect unit employees' employment. Adversely affected, as used in the context of this Article, shall be interpreted to mean: layoff, failure to recall, failure to promote, and the temporary assignment of an excluded employee to work within a classification where qualified employees regularly holding the classification are reasonably available to perform the work. It is recognized by the parties that business reduction situations may occur necessitating a reduction in force. It is not the intent herein to recall employees for temporary increases in workload which will not support full time employment. Should such situations arise; the Company will utilize existing personnel to meet peak workload conditions providing the overtime pay has been authorized by NASA. However, it is agreed that where workload commitments will support recall of employees on layoff, such action will be taken.

ARTICLE XVIII

WAGES AND CLASSIFICATIONS

Section 1. The rates of pay for employees within the bargaining unit shall be those specified in Appendix “A” which is attached hereto and made a part hereof.

Section 2. The manning needs of any classification covered by this Agreement shall be determined solely by the Company. This Agreement will not constitute a guarantee of any particular job or jobs within any particular classification, nor shall it constitute a guarantee of any particular duties as a part of any particular job. However, in assigning new duties or deleting duties from a classification, the principle of equal pay for substantially equal work shall apply, as it shall also apply to all employees within a classification.

Section 3. The Company may implement new classifications as needed, and the Company shall, after negotiations with the Union business representative, propose a wage rate to NASA for such new classification.

Section 4. Current job descriptions covering employees within the bargaining unit shall remain in full force

and effect and not be amended or changed except by mutual agreement of the parties.

Section 5. Payday is to be every Friday for the weeks ending the previous Tuesdays, by 11 a.m. If Friday is a holiday, payday will be on Thursday unless delayed through no fault of the Employer.

ARTICLE XIX **INVALIDITY**

If any Article or Section of this Agreement should be held invalid by operation of law, or by any legal tribunal of competent jurisdiction, or if compliance with or enforcement of any Article of action should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement should not be affected thereby and shall continue in full force and effect. Upon request of either party, the parties shall meet to negotiate a satisfactory replacement for such invalid provision.

ARTICLE XX

SICK/PERSONAL LEAVE

Section 1. Employees covered by this Agreement and who have completed their probationary period shall accumulate sick leave credit on the basis of 1.54 hours for each week of continuous service with the Company. However, an employee leaving the services of the Company will be paid for any sick leave which he has accumulated. Sick leave may be used for personal leave on a casual day-by-day basis provided proper notification has been provided to the Employer. Sick leave may be carried over from year to year not to exceed twenty (20) days at any given time.

Section 2. Sick leave records will be kept by the Company for each employee covered by this Agreement. Such records will be made available to each individual employee upon request.

Section 3. Sick leave will be retained, but not accrued, during layoff provided said layoff does not exceed twelve (12) months.

Section 4. Upon presentation of good and sufficient reason, the Company may grant advance sick leave

not to exceed the amount the employee will accrue during the One (1) year period immediately following the date of request.

Section 5. As of March 31 each year, employees who have not used their sick leave can request the unused balance be paid in cash in lieu of time off.

ARTICLE XXI

HEALTH AND WELFARE

Section 1. As of July 1, 2008 and continuing during the term of this Agreement, the Company shall contribute two dollars and ninety-three cents (\$2.93) per hour or five hundred and seven dollars and eighty-seven cents (\$507.87) per month, for all regular full time members covered by this Agreement who select medical, dental, short-term disability, long-term disability, and life coverage.

ARTICLE XXII

PENSIONS

Section 1. As of July 1, 2008 and continuing during the term of this Agreement, the Company shall contribute three dollars and five cents (\$3.05) per hour for each hour worked for each employee in the bargaining unit to

the I.A.M. National Pension Fund, Benefit Plan A. Contributions shall be increased July 1, 2009 to three dollars and twenty-five cents (\$3.25), and July 1, 2010 to three dollars and forty-five cents (\$3.45).

Section 2. The Company shall continue contributions based on a forty (40) hour work-week while an employee is off work due to paid vacations and paid holidays.

Section 3. The Company shall commence contributions at the completion of the employee's probationary period, but no later than sixty (60) days after date of hire.

Section 4. Contributions shall be made no later than the twentieth (20th) of each month covering payroll period ending in the previous month.

Section 5. The Company shall sign the Standard Participation Agreement.

Section 6. This Article contains the entire Agreement between the parties regarding pensions and retirement and no oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund, unless the Trustees consent thereto in writing. No grievance procedure settlement or arbitration

decision with respect to the contribution payment obligation under this Agreement shall be binding upon the Trustees of the Pension Fund, unless the Trustees consent thereto in writing.

ARTICLE XXIII

SUPERSEDING EFFECT OF AGREEMENT

It is expressly agreed and understood that the wages, working conditions and fringe benefits provided in this Agreement are in lieu of any and all working conditions and fringe benefits of any kind previously provided by the Company or its predecessor for employees within the bargaining unit.

ARTICLE XXIV

SETTLEMENT AGREEMENT

It is agreed and understood by the parties that this Agreement as written and executed by the parties is the sole and total agreement between the Union and the Company and will be binding for the life of this Agreement and will not be subject to any other changes, waivers, memoranda, or other

written or verbal understandings upon the effective date of this Agreement, unless agreed to by the parties.

ARTICLE XXV

DURATION

Section 1. This Agreement shall become effective 1 July 2008 and shall remain in full force and effect until 30 June 2011.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee, or group of employees, with the Company, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 3. The waiver of, or any breach of conditions of this Agreement, by either party, shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

APPENDIX "A"
WAGE & FRINGE BENEFITS SCHEDULE
AND DIFFERENTIAL PAY

<u>Classifications</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
Packer/Crater	\$17.69	\$18.44	\$19.19
Traffic Management Specialist	\$18.52	\$19.27	\$20.02

The Company will reimburse employees who require Commercial Driver's License (CDL's), certifications, recertification, and physicals.

Employees designated by the Company as Lead shall be paid a premium of one dollar (\$1.00) per hour above the rate of the highest classification within the groups being lead. Lead employees will assist Management in the planning, working and laying out of new work, be responsible for instructing and directing employees in the work process, assist Management in the flow of work and maintain production records, requisition and order supplies under the direction of Management, assist in orienting new employees and conduct training and report deficiencies in production and failure to maintain work flow.

In the absence of a corporate management representative on the site, one designated Lead will be compensated at a rate of 13% above the classification wage for that position, to include the Lead Premium. If the designated lead is absent for more than three (3) months, the acting lead is entitled to the above compensated rate.

APPENDIX “B”

TRAINING

(1) The Company shall provide employees covered by this Agreement the opportunity to receive both on-the-job and outside education and training to maintain their level of proficiency, learn new methods and procedures, upgrade skills and have the opportunity to qualify for internal promotions in their particular career field.

(2) The Company shall provide on-the-job training for employees under the following conditions:

(a) When required to certify new employees or to recertify current employees who are otherwise qualified.

(b) When operating equipment, systems, or operational methods change, employees will receive hands-on and/or classroom training. Training of this type will be provided only to those employees directly affected by the change.

(3) All on-the-job training will be provided on Company time at no cost to the employee.

(4) The Company shall reimburse employees for outside education or training which is off-site and on the employees' own time under the following conditions:

(a) The training is directly related to the employee's current position or career field.

(b) The training is provided by accredited institutions.

(c) Application for reimbursement is made by the employee and approved by the Company prior to the course start date.

(d) The employee provides documentation of satisfactory course completion.

(5) The level of reimbursement will be determined in accordance with the following guidelines:

"A" Grade - 100% reimbursement
"B" Grade - 100% reimbursement
"C" Grade - 100% reimbursement
"D" Grade or lower - no reimbursement

(6) For courses that are pass/fail or satisfactory/unsatisfactory, the reimbursement will be 100% if the employee passes or satisfactorily completes the course and no reimbursement if they do not.

APPENDIX "C"

SITE CLOSING TERMINATION POLICY

As required by Public Law 100-379, Worker Adjustment and Retraining Act, a written notification of sixty (60) days will be given in advance of plant closing and mass layoffs for site operations employing fifty (50) or more workers. For site locations with fewer than fifty (50) employees it is our practice to afford employees the maximum practical notification. Employees entitled to notice include hourly and salaried workers, as well as managerial and supervisory employees.

The minimum severance schedule by class of employee listed below is applicable to all site locations.

A. HOURLY SERVICE CONTRACT EMPLOYEES AND UNION EMPLOYEES

Each hourly employee affected will receive two (2) weeks notification prior to the work stoppage date and minimum two (2) weeks severance pay according to the Corporate Schedule that follows.

B. SALARIED SUPERVISOR/ADMINISTRATIVE PERSONNEL

Each effected employee will receive two (2) weeks notification prior to the work stoppage date and a minimum four (4) weeks severance package.

C. KEY MANAGEMENT PERSONNEL

Employee(s) unable to relocate within the Corporation are covered under individually negotiated employment severance agreements.

SEVERANCE PAY SCHEDULE

(In the event of Contract Termination)

Non-supervisory employees. The severance pay schedule is based on years of service to include tenure with a predecessor contractor.

<u>Years of Service</u>	<u>Severance entitlement</u>
0-6 Months	0
6 Months - 1 Year	1 Week (40 hours) pay
1 Year - 3 Years	2 Weeks (80 hours) pay
4 Years - 5 Years	3 Weeks (120 hours) pay
6+ Years	4 Weeks (160 hours) pay
Exempt supervisory employees	4 weeks (160 hours) pay.

LEAVE TRANSFER/PAY-OUT PROVISIONS

In the event there is a change in Contractors at the end of the Contract Term, any unused sick/personal leave and/or vacation leave may be carried forward to the subsequent contract year(s) or transferred to Successor Contractors. This is contingent upon acceptance by the Successor Contractor. In the event the Successor Contractor is not agreeable to a rollover, the Company will only be liable for a payout of all accrued vacation leave to a maximum of two (2) weeks.

APPENDIX "D"

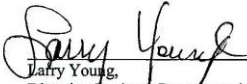
GOVERNMENT FURLOUGH

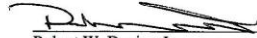
In the event of a Government furlough, employees that do not work will be compensated as directed by the Government; otherwise it will be considered a layoff. The Government has the right to designate the essential functions that must be performed to protect the interest of the center. Essential employees that are required to report to work, he or she will be compensated at his/her regular hourly rate of pay unless otherwise directed by the Government.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 1st day of July, 2008.

INTERNATIONAL ASSOCIATION
MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO

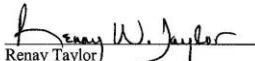
DOZIER TECHNOLOGIES, INC.



Jeffry Young,
Directing Business Representative

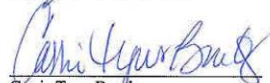

Robert W. Dozier, Jr.
Executive Vice President

July 1, 2008
Date

July 3, 2008
Date


Renay Taylor
Committee Representative


Gregory T. Warner
Committee Representative


Carrie Tyus-Brooks
Committee Representative